

DISCLAIMER

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

AGREEMENT

This Agreement, effective upon date of signature, is by and between the Michigan Department of Social Services, having a mailing address of P.O. Box 30037, 235 S. Grand Avenue, Lansing Mi 48909 (hereinafter referred to as the "Department"), and the Keweenaw Bay Indian Community, having a mailing address of Rt. 1, Box 45, Baraga, Michigan 49908.

Witnesseth

WHEREAS, the Department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the Federal Government, and is authorized to contract with State or local units or Government and private agencies under the provisions of MCLA 400.10: and

WHEREAS, the Department and Tribes have lawful authority to enter into this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919.

WHEREAS, Mr. Fred Dakota has lawful authority to bind the Tribes to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Purpose

The purpose of this agreement is to provide Children's Protective Services coverage to the members of the Keweenaw Bay Indian Community residing on Tribal Trust Land in Baraga County, Michigan, to authorize protective service workers of the Michigan Department of Social Services to act on behalf of the Tribes under the Tribes' child welfare code, and to clarify the respective authority and responsibilities of DSS and tribal workers.

**2. Protective
Services Coverage
on Tribal Trust
Land**

Under the Indian Child Welfare Act of 1978, the Tribes have exclusive jurisdiction over child welfare matters of their members who reside upon tribal trust land. Notwithstanding this, the parties wish to authorize DSS protective service workers to act on the Tribes' behalf to protect the welfare of their members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service Workers of the Baraga and Ontonagon County offices as tribal protective service workers under the Tribe's child welfare code. DSS workers will exercise full authority of protective service workers under said code.
- b. DSS agrees to provide protective services coverage on tribal trust land in Baraga County according to Act No. 238 P.A. of 1975, as amended and DSS policy for providing protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised when tribal child welfare workers are unavailable. This confers primary responsibility for responding to protective services matters after working hours and on weekends or holidays to the DSS workers handling emergency reports. However, DSS workers may act in an emergency situation when exigencies of the situation do not permit delays in action. DSS workers need not contact tribal authorities prior to acting under this Agreement in emergency situations.
- d. In the event that a child is taken into custody by DSS workers under this Agreement, the placement decision shall be made by the DSS worker with placement priority as follows when feasible:
 1. In the home of a responsible relative of the child.
 2. In a Tribal shelter care home.
 3. In a DSS shelter home.
- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this Agreement shall be transferred to the Tribal authorities upon demand or on the next working day following removal from the home.

Cases requiring transfer to the Tribal authorities include not only those involving Tribal members, but also those involving Native Americans found on trust land. Cases involving non-Indians investigated on trust land shall be retained by the DSS Worker and processed through Probate Court.

- f. DSS workers will provide a written report of each call it receives on Tribal members and tribal trust lands to tribal authorities.

3. Shelter Care Costs

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS Workers under this Agreement, if such placements are eligible for public funding.

4. Court Proceedings

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in tribal court in the event such is required. The Tribal authorities shall be responsible for prosecution of the case in Tribal Court.

5. Police Services

- a. Trust lands in Baraga County are under the jurisdiction of the Keweenaw Bay Indian Community Tribal Law Enforcement for the purposes of police protection.
- b. The parties anticipate that law enforcement jurisdiction will not shift pursuant to Federal Law. In the event that a need for police protection occurs, the Tribe agrees that it will provide for police assistance to DSS workers under arrangements for law enforcement then pertaining.

6. Actions Against The Department

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off tribal lands arising out of or connected to the performance of this agreement must be brought in the appropriate courts of the State of Michigan and not the tribal courts which shall decline to exercise jurisdiction over such actions,

and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan including those laws pertaining to the immunity of the State and its employees.

7. Information And Training

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this Agreement.

8. Cooperation Committee

A committee consisting of the Tribe's Executive Directors, a Tribal Social Worker, the County Directors of the Baraga and Ontonagon County Department of Social Services DSS protective services workers is established to resolve any questions related to the implementation of this Agreement or to resolve any disputes arising under it.

9. Disputes

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

10. Confidentiality

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

11. Term And Amendment Of Agreement

This Agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

12. Liability

The Tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the Department as they may appear.

WITNESS

IN WITNESS WHEREOF, The Department and Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Baraga, Michigan this <u>8</u> day of <u>Jan</u> , 199 <u>2</u> .	KEWEENAW BAY INDIAN COMMUNITY Tribe
Witness: <u>Broadway Natcha</u>	By: <u>[Signature]</u>
Dated at Lansing, Michigan this <u>3</u> day of <u>February</u> , 199 <u>2</u> .	MICHIGAN DEPARTMENT OF SOCIAL SERVICES
Witness: <u>[Signature]</u>	By: <u>[Signature]</u> Gerald Miller, Director